

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
SPECIAL MEETING
TUESDAY, FEBRUARY 8, 2011
(Held during City Commission Meeting beginning at 7:00 p.m.)

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE NO. 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXT.3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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1. Call to Order/Roll Call

2. Resolution #2011-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH DOWNTOWN DANIA BEACH DEVELOPMENT, LLC; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

3. Adjournment

RESOLUTION NO. 2011-CRA-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH DOWNTOWN DANIA BEACH DEVELOPMENT, LLC; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 29, 2009, Downtown Dania Beach Development, LLC (“Downtown”), the City of Dania Beach, Florida (the “City”), and the Dania Beach Community Redevelopment Agency (the “CRA”), entered into that certain Development Agreement (“Development Agreement”) for development of the City Center Project (the “Project”); and

WHEREAS, the parties now find it necessary to amend the Development Agreement to change certain terms, and have negotiated a First Amendment to Development Agreement, a copy of which is attached as Exhibit “A” (the “First Amendment”); and

WHEREAS, the Board finds that approval of the First Amendment is in its best interest.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. The First Amendment to the Development Agreement for the development of the Project between the CRA, the City and Downtown together with such non-material changes as may be acceptable to the Executive Director and approved as to form and legality by the CRA Attorney, is approved.

Section 3. The Executive Director is authorized to execute the First Amendment on behalf of the CRA and to execute any required agreements or documents, to implement the terms and conditions of the First Amendment and to execute any extensions or amendments to the Development Agreement, subject to the approvals as to form and legality by the CRA Attorney.

Section 4. That the Executive Director is authorized to expend budget funds to implement the terms and conditions of the First Amendment.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on February 8, 2011.

ATTEST:

LOUISE STILSON, CMC
CRA SECRETARY

C. K. McELYEA
CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") dated as of _____, 2011, is entered into by and among the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the "CRA"), the **CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the "City"), and **DOWNTOWN DANIA BEACH DEVELOPMENT, LLC**, a Florida limited liability company, having an address at 3001 W. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009 ("Developer").

R E C I T A L S

1. The CRA, the City and the Developer entered into that certain Development Agreement dated as of November 29, 2009.

2. The CRA, the City and the Developer have agreed to modify certain provisions of the Development Agreement, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. All defined terms in this Amendment shall have the same meaning as in the Development Agreement, except as otherwise noted.

3. Section 1.9 of the Development Agreement is hereby deleted in its entirety and the following is hereby inserted in its place and stead:

"1.9 Entry Roadway. Developer has acquired the real property described on Exhibit "8" attached to this Agreement (the "Entry Roadway Property") and agrees to convey the Entry Roadway Property to the City free and clear of all liens and encumbrances pursuant to a right of way deed acceptable to the City in its sole discretion. The design and construction of the roadway entrance feature described in the attached Exhibit "9" entry roadway plans (the "Entry Roadway Plans") shall be completed by the Developer at the sole cost and expense of the CRA, subject to receipt of funding for completion of same by the CRA from Broward County, Florida (the "County"). The cost for the completion of such Work shall not exceed the amount received in funding from the County for this purpose, and all Work for the Entry Roadway shall be completed within twelve (12) months of receipt of such funding. Should the CRA not receive the necessary funds for completion of the Entry Roadway Property from the County, then the

design and construction by the Developer of the roadway entrance feature as described in the Entry Roadway Plans shall be at the sole cost and expense of Developer and shall be completed by January 1, 2015.”

4. Exhibit “8” of the Development Agreement, Entry Roadway Property, is hereby deleted and replaced with the attached Exhibit “8”.

5. Section 1.10 of the Development Agreement is hereby deleted in its entirety; provided, however, that should the CRA not receive the necessary funds for completion of the Entry Roadway Property from Broward County, Florida, then Section 1.10 shall be reincorporated into the Development Agreement.

6. Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Development Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Development Agreement and the provisions of this Amendment, this Amendment shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Amendment is executed as of the date first above set forth:

DEVELOPER

**DOWNTOWN DANIA BEACH DEVELOPMENT LLC,
a Florida limited liability company**

By: _____

Name: _____

Title: _____

Dated: February _____, 2011

CITY:

**CITY OF DANIA BEACH,
a Florida municipal corporation**

By: _____

Robert Baldwin, City Manager

Dated: February _____, 2011

ATTEST:

By: _____

Louise Stilson, CMC, City Clerk

Approved as to form and legal sufficiency:

By: _____

Tom Ansbro, City Attorney

CRA:

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
C.K. "Mac" McElyea, Chairman

Dated: February _____, 2011

ATTEST:

By: _____
Louise Stilson, CRA Secretary

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.

By: _____
CRA Attorney

EXHIBIT “8”

ENTRY ROADWAY PROPERTY

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 6290-09

CLIENT :
GREENHILL DEVELOPMENT
COMPANY

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

ALL OF LOT 10 AND A PORTION OF LOTS 9, 11 AND 12, BLOCK 22 OF "MAP OF THE TOWN OF MODELO", NOW DANIA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B AT PAGE 49, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10;

THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 202.00 FEET;

THENCE SOUTH 00°01'00" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 202.00 FEET;

THENCE NORTH 00°01'00" WEST ALONG THE WEST LINE OF SAID LOTS 10 AND 11, AND ALONG THE EAST RIGHT OF WAY LINE OF (COPENHAGEN AVENUE) S.W. FIRST AVENUE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA; CONTAINING 12,120 SQUARE FEET, (0.2782 ACRE) MORE OR LESS.

LEGEND:

CKD	CHECKED BY	R	RADIUS
DWN	DRAWN BY	A	ARC DISTANCE
FB/PG	FIELD BOOK AND PAGE	Δ	CENTRAL ANGLE
POB	POINT OF BEGINNING		
POC	POINT OF COMMENCEMENT		
P.B.	PLAT BOOK		
B.C.R.	BROWARD COUNTY RECORDS		
D.C.R.	DADE COUNTY RECORDS		

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE ASSUMED. THE NORTH LINE OF BLOCK 22, "MAP OF TOWN OF MODELO", P.B. B, PG. 21, D.C.R. BEARS EAST.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN FEBRUARY, 2011. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/04/11	----	AV	REC

LAND DESCRIPTION
& SKETCH

PROPERTY ADDRESS :

DANIA BEACH CITY CENTER

SCALE: N/A

SHEET 1 OF 2

PROJECT NUMBER : 6290-09

CLIENT :
GREENHILL DEVELOPMENT
COMPANY

S.W. FIRST AVENUE

[illegible]

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/04/11	----	AV	REC

LAND DESCRIPTION
& SKETCH

PROPERTY ADDRESS :
DANIA BEACH CITY CENTER

SCALE: 1" = 30'

SHEET 2 OF 2

